## SOFTWARE LICENSE AND LIMITED WARRANTY AGREEMENT FOR COPY PROTECTED SOFTWARE PUBLISHED BY SCHOLASTIC INC.

**_IMPORTANT:_ READ THIS LICENSE AND LIMITED WARRANTY AGREEMENT CAREFULLY BEFORE USING THE ENCLOSED SOFTWARE AND DOCUMENTATION. THEN, IF YOU AGREE WITH THE TERMS OF THIS AGREEMENT, FILL OUT AND SIGN THE ATTACHED WARRANTY REGISTRATION CARD AND SEND IT TO SCHOLASTIC INC. (SCHOLASTIC). IF YOU DO NOT AGREE WITH THESE TERMS, RETURN THIS PACKAGE TO SCHOLASTIC IN RESALEABLE CONDITION FOR A FULL REFUND.**

### 1. COPYRIGHT

The software programs contained on the disk(s) and the documentation in this package are fully protected by U.S. copyright law. Scholastic and/or the author(s) of this program own all right, title and interest in any copyright in the program. **It is against the law to copy or in any way duplicate the documentation, disk(s), or any portion of the program *except under the terms and conditions expressly stated in this Software License and Warranty Agreement.***

### 2. USER'S RIGHTS AND RESPONSIBILITIES

Under the terms of this license and U.S. copyright law, you have certain rights to use the disk(s) and documentation included in this package. You also have the responsibility not to use the disk(s) and documentation in a manner that violates this license or copyright laws. Any rights not specifically granted herein are reserved by Scholastic. Your specific rights and responsibilities are:

*Previewing the Program*

- You **MAY** use and review the software and documentation in this package for up to 30 days before deciding to purchase it. If you do not return the complete package to Scholastic in resaleable condition within that 30 day period, you agree to purchase the software package.
- You **MAY NOT** copy the contents of the disk(s) or any of the documentation in this package during the preview period for any reason whatsoever.

*Completing the Warranty Registration Card*

- Once you have purchased the software package, you **MUST** complete the attached Warranty Registration Card and return it to Scholastic to be eligible for technical service, free disk replacement, product information, and free disk updates.

*Using the Program*

- You **MAY NOT** copy the contents of any of the disk(s) in this package unless permission to copy is expressly granted in the documentation .
- If you want multiple copies of the disk(s), you **MAY**, *as the owner of the program*, buy them from Scholastic at a per disk price to create a Customized Lab Pack.
- You **MAY NOT** load the contents of the disk(s) in this package into more than one computer for simultaneous use. This so called "multi-loading" constitutes copying the program and is expressly forbidden by this Agreement.
- You **MAY NOT** copy the program onto a network or other multiple-user device. If you wish to install the program on a network or other multiple user device, you **MUST** purchase either a network version or a network license for the stand-alone version of the program.
- If permission for hard disk use is granted in the documentation, you **MAY** install the program onto and use the program on one hard disk at any one time. To install the program on additional hard disks, you **MUST** purchase additional packages.

*Replacing a Damaged or Defective Disk*

- If a disk is damaged or defective, send the defective disk to Scholastic for a free replacement (see instructions under Software Warranty and Lifetime Replacement Policy section below).

*Copying the Documentation*

- You **MAY NOT** duplicate pages from the enclosed documentation for any purpose unless permission is expressly granted within the documentation.
- You **MAY NOT** make copies of activity books or any other print items that are sold separately by Scholastic.
- For permission to copy print materials for use at workshops or teacher training sessions, contact Scholastic Software at 800-541-5513. In Missouri, call 800-392-2179.

*Restriction on Distribution, Sale or Lease of Programs or Documentation*

- You **MAY NOT** distribute, sell or lease copies of the program or documentation unless you have been given explicit written permission to do so by Scholastic.

**3. SOFTWARE WARRANTY AND LIFETIME REPLACEMENT POLICY**

Scholastic warrants the original purchaser of this product that the disk(s) containing the Scholastic program shall be free from defects in materials and workmanship. If a disk becomes defective at any time, you may return it to Scholastic for a free replacement. To be eligible for free disk replacements and technical support, you **MUST HAVE** completed and returned the attached Warranty Registration Card.

| | | | |
|---|---|---|---|
| **Send disk(s) and correspondence to:** | Scholastic Software<br>P.O. Box 7502<br>2391 E. McCarty St.<br>Jefferson City, MO 65102 | **In Canada:** | Scholastic Software<br>123 Newkirk Rd.<br>Richmond Hill L4C 3G5<br>Ontario, Canada |

**4. DISCLAIMER**

This warranty does not apply to the software programs contained on Scholastic disks, which programs are sold "as is". This warranty is in lieu of all other warranties, whether oral or written, expressed or implied. Any implied warranties, including implied warranties of merchantability and fitness for a particular purpose, are limited in duration to ninety (90) days from the date of purchase of this product. Scholastic shall not be liable for incidental and/or consequential damages for the breach of any expressed or implied warranty, including damage to property and, to the extent permitted by law, damages for personal injury. Some states do not allow the exclusion or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

This warranty shall not be applicable to the extent that any provision is prohibited by any federal, state, or municipal law that cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**5. MISCELLANEOUS**

This Software License shall be governed by the laws of the State of New York and shall inure to the benefit of Scholastic Software, a division of Scholastic Inc., its successors and assigns.

**6. ACKNOWLEDGEMENT**

Licensee acknowledges that he has read this Software License, understands it, and agrees to be bound by its terms and conditions. Licensee also agrees that this agreement is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, verbal or written, and any other communications between the parties relating to the subject matter of this agreement.

▶ DETACH WARRANTY REGISTRATION CARD HERE ◀

Attn: Marketing Dept.

SCHOLASTIC SOFTWARE®
Scholastic
730 Broadway
New York, NY 10003

POSTAGE WILL BE PAID BY ADDRESSEE

**BUSINESS REPLY MAIL**

First Class Permit No. 9411 New York, NY

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

▲ **FOLD ALONG THIS LINE** ▲

**7. Which subject(s) use this product?**

[ ] Math [ ] Language Arts [ ] Social Studies
[ ] Science [ ] Business Ed [ ] Computer Studies
[ ] Reading [ ] Other (Specify):_____

**8. Where is product primarily used?**

[ ] Classroom [ ] Library/Media Center [ ] Resource Room
[ ] Computer Lab [ ] Home [ ] Office
[ ] Other (Specify):_____

**9. How is the product primarily used?**

[ ] Basic Instruction [ ] Enrichment [ ] Remediation [ ] Tool

**10. For each of the following questions, enter the code that corresponds to the appropriate answer.**

**01- Teacher** **05- Curriculum Coordinator**
**02- Principal** **06- Purchasing Agent**
**03- Department Head** **07- Other (Specify):_____**
**04- Computer Coordinator**

a) Who expressed initial interest in buying this product? **Code** _____
b) Who made the final decision to purchase this product? **Code** _____
c) Who placed the order for this product? **Code** _____

**11. What source(s) of funds were used to purchase this product?**

[ ] School Budget [ ] Federal Funds [ ] State Funds
[ ] District Budget [ ] Other (Specify):_____

**SEAL WITH TAPE HERE**

## SCHOLASTIC SOFTWARE WARRANTY REGISTRATION CARD

To be eligible for technical service, free disk replacement, product information, and free disk updates, please complete the following.

**Name:**_____

I have read the Software License and Warranty Agreement and agree to abide by its terms.

**Signature**_____ **Date**_____

**Title:**
[ ] Teacher
[ ] Department Head
[ ] Computer Coordinator
[ ] Curriculum Coordinator
[ ] Other (Specify):_____

**(If non-teacher, please fill in home address)**

**School** _____

**Street Address** _____

**City, State, Zip** _____

**Title of Product Purchased** _____

**Date Purchased** _____

**Ages of Software User(s): (circle all that apply)**

6 7 8 9 10 11 12 13 14 15 16 17 18 Adult

**Computer Version:** [ ] Apple [ ] MS-DOS

**Disk Format:** [ ] 5.25" [ ] 3.5"

**1. How did you learn about this product?**
[ ] Scholastic Software Catalog
[ ] Scholastic Sales Representative
[ ] Scholastic Authorized Education Dealer
[ ] Received Information in the Mail
[ ] Magazine Advertisement
[ ] Magazine Review
[ ] Educators' Workshop
[ ] Scholastic Family Catalog
[ ] Recommended by friend/colleague

**2. What factor most influenced your decision to purchase this product? (Please check <u>one</u> box only.)**
[ ] Scholastic's reputation
[ ] Price
[ ] Wanted that specific product
[ ] Service/Warranty Policy
[ ] Other (Specify):_____

**(Educators only please continue)**

**3. School Location:** [ ] Urban [ ] Suburban [ ] Rural
**School Type:** [ ] Public [ ] Private
**Student Enrollment:** [ ] 1-299 [ ] 300-499 [ ] 500+

**4. Approximate number of the following computers in your school:**

_____Apple II Series _____IBM/MS-DOS _____Macintosh

**5. Memory most available:** [ ] 48K [ ] 64K [ ] 128K [ ] 256K [ ] 512K [ ] 1MB

**6. Disk drive configuration most available:**
[ ] One 5.25"
[ ] Network
[ ] Two 3.5"
[ ] Hard Disk
[ ] One 5.25" and one 3.5"

- continued -

SCHOLASTIC

DETACH WARRANTY REGISTRATION CARD HERE